

other head injuries and damages associated with football-related concussions, head and brain injuries.

- (3) The specifics of the contingent fee agreement are as follows: If no recovery (by settlement or trial) is obtained client will not owe a legal fee or expenses. If Pope McGlamry obtains settlement or judgment for Client, Client will pay to Pope McGlamry fifteen percent (15%) of the net recovery after reimbursement of expenses. Net recovery is the total recovery minus expenses.
- (4) When Petitioner entered into contract with Mr. Wyms, he entered into the risk and expense of the litigation before any settlement discussion had been held.
- (5) From the date the Petitioner was authorized to proceed on behalf of the Mr. Wyms, the Petitioner has actively and diligently applied himself to the investigation, preparation, and pursuit of Mr. Wyms' claims, and has taken all steps necessary to prosecute those claims, including, but not limited to, correspondence and communications with the client; review of Questionnaire, preparation of Medical Symptom Form; preparing for and holding teleconferences on 12/14/2016, 2/9/2017, 5/22/2017; and drafting and providing client email updates on 8/26/2016, 12/14/2016, 1/27/2017; 2/8/2017; 5/22/2017; obtaining BAP appointments for the client; collecting medical evidence as part of the BAP process.

- (6) Throughout this litigation, Petitioner has served and continues to serve on the Plaintiff Steering Committee, as co-lead of the Discovery Committee, a member of the Communications Committee and the Sub-Committee on Attorney-Client Matters, all of which has inured to Mr. Wyms' benefit with Pope McGlamry's representation.
- (7) Mr. Wyms has recently discharged the Petitioner as his attorney in this matter, and it is expected that a new attorney will shortly be entering an appearance for Mr. Wyms in this action.
- (8) The Petitioner was not terminated by Mr. Wyms for cause, and the termination was not due to any malfeasance or other improper action on the part of the Petitioner.
- (9) The Petitioner claims the right to have a lien for attorney's fees and expenses established and enforced upon any sums to be derived from any settlement or judgment obtained or to be obtained by Mr. Wyms in this action. The amount of fees expended on Mr. Wyms' case until the date of termination is \$447.45.

WHEREFORE, the Petitioner prays:

- (1) That his attorney's lien be determined;
- (2) That the amount of the lien be established;

- (3) That the Court order that the Petitioner be entitled to enforce his attorney's lien against the proceeds to be derived from any settlement or judgment in this action;
- (4) That the Defendant or the Defendant's insurer be prohibited from paying to the Mr. Wyms any sums of money until said lien has been satisfied;
- (5) For such other and further relief as this Court deems just.

Dated: September 14, 2020

Respectfully submitted,

POPE, McGLAMRY, KILPATRICK,
MORRISON & NORWOOD, P.C.

/s/ Michael L. McGlamry
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CERTIFICATE OF SERVICE

I hereby certify that I caused the foregoing *Petition to Establish Attorney's Lien* to be served via the Electronic Case Filing (ECF) system in the United States District Court for the Eastern District of Pennsylvania, on all parties registered for CM/ECF in the litigation.

DATED: September 14, 2020

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